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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

NORTH RIVER MEWS ASSOCIATES,
LLC,
and
38 COAH ASSOCIATES, LLC,

Plaintiffs,

v.

ALCOA, INC., ALCOA DOMESTIC, LLC
as Successor in Interest to A.P. NEW
JERSEY, INC. ENVIRO-SCIENCES (OF
DELAWARE), INC., formerly known as
ENVIRO-SCIENCES, INC., and JOHN
DOES 1-25 (fictitious names),

Defendants.

**CIVIL ACTION NO.:
2:14-cv-08129-MCA-LDW**

Electronically Filed

**ANSWERTO SECOND AMENDED
COMPLAINT, AFFIRMATIVE DEFENSES,
AND CROSSCLAIMS**

Defendant, Enviro-Sciences (of Delaware), Inc. (hereafter “Defendant” or “Enviro-Sciences”), by and through its attorneys, Segal McCambridge Singer & Mahoney, Ltd., answer Plaintiffs’ Second Amended Complaint, upon information and belief, as follows:

THE PARTIES

1. Defendant admits the allegations set forth in Paragraph “1” of the Plaintiffs’ Second Amended Complaint.

2. Defendant can neither admit nor deny the allegations set forth in Paragraph “2” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

3. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “3” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs.

4. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “4” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs.

5. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “5” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

6. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “6” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

7. Defendant denies the allegations set forth in Paragraph “7” of the Plaintiffs’ Second Amended Complaint, except to admit that Enviro-Sciences is an environmental consultant with a business address of 781 Route 15 South, Lake Hopatcong, New Jersey.

8. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “8” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this

Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

9. Defendant neither admits nor denies the allegations set forth in Paragraph “9” of the Plaintiffs’ Second Amended Complaint, as it calls for no such response.

JURISDICTION AND VENUE

10. Defendant can neither admit nor deny the allegations set forth in Paragraph “10” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

11. Defendant can neither admit nor deny the allegations set forth in Paragraph “11” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

12. Defendant can neither admit nor deny the allegations set forth in Paragraph “12” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

13. Defendant can neither admit nor deny the allegations set forth in Paragraph “13” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

BACKGROUND

14. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “14” of the Plaintiffs’ Second Amended Complaint. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

15. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “15” of the Plaintiffs’ Second Amended Complaint. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

16. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “16” of the Plaintiffs’ Second Amended Complaint. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

17. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “17” of the Plaintiffs’ Second Amended Complaint. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

18. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “18” of the Plaintiffs’ Second Amended Complaint. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

19. Defendant denies the allegations set forth in Paragraph 19 of the Plaintiffs’ Second Amended Complaint, except to admit that it was at one time retained to do certain work on this or related property.

20. Defendant denies the allegations set forth in Paragraph “20” of the Plaintiffs’ Second Amended Complaint, insofar as this allegation sets forth that the Defendant had a legal duty in this matter.

21. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “21” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

22. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “22” of the Plaintiffs’ Second Amended Complaint, and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

23. Defendant can neither admit nor deny the allegations set forth in Paragraph “23” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

24. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “24” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

25. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “25” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

26. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “26” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

27. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “27” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

28. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “28” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

FIRST COUNT
COST RECOVERY UNDER CERCLA §107
(ALCOA AND A.P.)

29. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

30. Defendant can neither admit nor deny the allegations set forth in Paragraph “30” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

31. Defendant can neither admit nor deny the allegations set forth in Paragraph “31” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

32. Defendant can neither admit nor deny the allegations set forth in Paragraph “32” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

33. Defendant can neither admit nor deny the allegations set forth in Paragraph “33” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

34. Defendant can neither admit nor deny the allegations set forth in Paragraph “34” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

35. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “35” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

36. Defendant can neither admit nor deny the allegations set forth in Paragraph “36” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

37. Defendant can neither admit nor deny the allegations set forth in Paragraph “37” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

38. Defendant can neither admit nor deny the allegations set forth in Paragraph “38” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

39. Defendant can neither admit nor deny the allegations set forth in Paragraph “39” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

SECOND COUNT
CERCLA §113 CLAIMS
(ALCOA AND A.P.)

40. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

41. Defendant can neither admit nor deny the allegations set forth in Paragraph “41” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

42. Defendant can neither admit nor deny the allegations set forth in Paragraph “42” of the Plaintiffs’ Second Amended Complaint, inasmuch as it makes legal conclusions to which Defendant is not required to respond.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

THIRD COUNT
DECLARATORY JUDGMENT
(ALCOA AND A.P.)

43. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

44. Defendant denies the allegations set forth in Paragraph “44” of the Plaintiffs’ Second Amended Complaint.

45. Defendant denies the allegations set forth in Paragraph “45” of the Plaintiffs’ Second Amended Complaint.

46. Defendant denies the allegations set forth in Paragraph “46” of the Plaintiffs’ Second Amended Complaint.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

FOURTH COUNT
STRICT LIABILITY

(ALCOA AND A.P.)

47. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

48. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “48” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

49. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “49” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

50. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “50” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

51. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “51” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

52. Defendant denies the allegations set forth in Paragraph “52” of the Plaintiffs’ Second Amended Complaint.

WHEREFORE, Defendant demands judgment dismissing Plaintiff's Complaint, granting attorneys' fees, costs, interest and other relief as this Court deems equitable and just.

FIFTH COUNT
NEGLIGENCE
(ALCOA AND A.P.)

53. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

54. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph "54" of the Plaintiffs' Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

55. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph "55" of the Plaintiffs' Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

56. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph "56" of the Plaintiffs' Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

57. Defendant denies the allegations set forth in Paragraph "57" of the Plaintiffs' Second Amended Complaint.

58. Defendant denies the allegations set forth in Paragraph "58" of the Plaintiffs' Second Amended Complaint, as it calls for a legal conclusion.

59. Defendant denies the allegations set forth in Paragraph “59” of the Plaintiffs’ Second Amended Complaint.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

SIXTH COUNT
SPILL ACT CONTRIBUTION
(ALCOA AND A.P.)

60. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

61. Defendant neither admits nor denies the allegations set forth in Paragraph “61” of the Plaintiffs’ Second Amended Complaint as it calls for no such response, and leaves Plaintiffs to their proofs.

62. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “62” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

63. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “63” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

64. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “64” of the Plaintiffs’ Second Amended Complaint, as they do not relate to

this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

65. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “65” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

66. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “66” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

67. Defendant denies the allegations set forth in Paragraph “67” of the Plaintiffs’ Second Amended Complaint.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

SEVENTH COUNT
NEGLIGENT OR FRAUDULENT CONCEALMENT
(ALCOA AND A.P.)

68. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

69. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “69” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

70. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “70” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

71. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “71” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

72. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “72” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

73. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “73” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

74. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “74” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

75. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “75” of the Plaintiffs’ Second Amended Complaint, as they do not relate to

this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

76. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “76” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

77. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “77” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

EIGHTH COUNT
BREACH OF CONTRACT
(ALCOA AND A.P.)

78. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

79. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “79” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

80. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “80” of the Plaintiffs’ Second Amended Complaint, as they do not relate to

this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

81. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “81” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

NINTH COUNT
UNJUST ENRICHMENT
(ALCOA AND A.P.)

82. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

83. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “83” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

84. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “84” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

85. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “85” of the Plaintiffs’ Second Amended Complaint, as they do not relate to

this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

WHEREFORE, Defendant demands judgment dismissing Plaintiff's Complaint, granting attorneys' fees, costs, interest and other relief as this Court deems equitable and just.

TENTH COUNT
BREACH OF IMPLIED CONVENANT OF GOOD FAITH
AND FAIR DEALING
(ALCOA AND A.P.)

86. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

87. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph "87" of the Plaintiffs' Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

88. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph "88" of the Plaintiffs' Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

89. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph "89" of the Plaintiffs' Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

90. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph "90" of the Plaintiffs' Second Amended Complaint, as they do not relate to

this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

91. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “91” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

ELEVENTH COUNT
PROFESSIONAL NEGLIGENCE
(ENVIRO-SCIENCES)

92. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

93. Defendant denies the allegations set forth in Paragraph “93” of the Plaintiffs’ Second Amended Complaint, except to admit that Defendant has been retained to do certain work on behalf of the Plaintiffs in the past.

94. Defendant denies the allegations set forth in Paragraph “94” of the Plaintiffs’ Second Amended Complaint, except to admit that Defendant has been retained to do certain work on behalf of the Plaintiffs in the past.

95. Defendant denies the allegations set forth in Paragraph “95” of the Plaintiffs’ Second Amended Complaint, except to admit that Defendant has been retained to do certain work on behalf of the Plaintiffs in the past.

96. Defendant denies the allegations set forth in Paragraph “96” of the Plaintiffs’ Second Amended Complaint.

97. Defendant has insufficient knowledge to admit or deny the allegations set forth in Paragraph “97” of the Plaintiffs’ Second Amended Complaint, as they do not relate to this Defendant and leaves Plaintiffs to their proofs. However, to the extent that any allegations of wrongdoing are directed to this Defendant, they are denied.

98. Defendant denies the allegations set forth in Paragraph “98” of the Plaintiffs’ Second Amended Complaint.

99. Defendant denies the allegations set forth in Paragraph “99” of the Plaintiffs’ Second Amended Complaint.

100. Defendant denies the allegations set forth in Paragraph “100” of the Plaintiffs’ Second Amended Complaint.

101. Defendant denies the allegations set forth in Paragraph “101” of the Plaintiffs’ Second Amended Complaint.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

TWELTH COUNT
BREACH OF CONTRACT
(ENVIRO-SCIENCES)

102. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

103. Defendant denies the allegations set forth in Paragraph “103” of the Plaintiffs’ Second Amended Complaint, except to admit that Defendant has been retained to do certain work on behalf of the Plaintiffs in the past.

104. Defendant denies the allegations set forth in Paragraph “104” of the Plaintiffs’ Second Amended Complaint.

105. Defendant denies the allegations set forth in Paragraph “105” of the Plaintiffs’ Second Amended Complaint.

106. Defendant denies the allegations set forth in Paragraph “106” of the Plaintiffs’ Second Amended Complaint.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

THIRTEENTH COUNT
INDEMNIFICATION
(ENVIRO-SCIENCES)

107. Defendant repeats, reiterates and re-alleges each and every answer contained in the preceding paragraphs as if set forth at length herein.

108. Defendant denies the allegations set forth in Paragraph “108” of the Plaintiffs’ Second Amended Complaint.

WHEREFORE, Defendant demands judgment dismissing Plaintiff’s Complaint, granting attorneys’ fees, costs, interest and other relief as this Court deems equitable and just.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Second Amended Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs failed to mitigate their damages.

THIRD AFFIRMATIVE DEFENSE

The occurrence complained of was neither foreseeable nor preventable by the exercise of reasonable care.

FOURTH AFFIRMATIVE DEFENSE

The damages alleged by Plaintiff were caused by the negligence or other culpable conduct of persons or entities over which this Defendant had neither control nor right of control.

FIFTH AFFIRMATIVE DEFENSE

The damages allegedly sustained by Plaintiffs were the result of the intervening actions and/or tortious conduct of persons or entities over whom this Defendant had neither control nor right to control.

SIXTH AFFIRMATIVE DEFENSE

The Second Amended Complaint is barred in whole or in part since this Defendant's actions did not proximately cause the damages allegedly sustained by Plaintiffs.

SEVENTH AFFIRMATIVE DEFENSE

The Complaint is barred by the doctrine of laches.

EIGHTH AFFIRMATIVE DEFENSE

Any amount Plaintiffs may recover shall be reduced in proportion to the amount of negligence and misconduct attributable to Plaintiffs and/or co-defendants.

NINTH AFFIRMATIVE DEFENSE

The alleged damages were the result of the sole negligence of Plaintiffs and/or co-defendant(s).

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' Second Amended Complaint is barred due to Plaintiffs' failure to comply with the requirements set forth under N.J.S.A. 2A:53A-26 et seq.

ELEVENTH AFFIRMATIVE DEFENSE

This Defendant did not owe any duty to Plaintiffs with regard to the allegations alleged in the Second Amended Complaint.

TWELFTH AFFIRMATIVE DEFENSE

To the extent that any duty was owed to Plaintiffs, this Defendant did not breach any duty owed to Plaintiffs.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs have not sustained any damages by virtue of any act or omission of this Defendant or any of their agents or employees.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' actions are barred by the Statute of Limitations.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the equitable doctrines of laches.

SIXTEENTH AFFIRMATIVE DEFENSE

Defendant was not a joint tortfeasor and is therefore not liable for contribution or indemnification to any other party.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' Second Amended Complaint may have failed to join all necessary and/or indispensable parties to this action.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrines of waiver, estoppel and unclean hands.

NINETEENTH AFFIRMATIVE DEFENSE

The Defendant was never contracted to perform the tasks that Plaintiff alleges were negligently performed, and as such had no duty, contractual or otherwise, that could have been breached in the manner alleged.

TWENTIETH AFFIRMATIVE DEFENSE

Defendant reserves the right to assert any additional defenses that may become available or are necessary based upon information obtained through discovery proceedings or otherwise.

CROSSCLAIMS

FIRST COUNT (INDEMNIFICATION)

If Plaintiff recovers against this answering Defendant by judgment, settlement or otherwise for the damages alleged in Plaintiff's Complaint, such liability will have been

brought about and caused by the careless, negligent or culpable acts or omissions of any co-defendants currently parties to this matter, or parties at such time as recovery takes place, their agents, servants or employees, and this answering defendant is, therefore, entitled to full indemnity in an amount equal to the total sum of any such judgment or recovery, together with costs, disbursements of the within action, and attorney's fees in the defense of this answering defendant; said attorney's fees recoverable regardless of whether or not this answering defendant is ultimately held liable to Plaintiff.

WHEREFORE, Defendant demands judgment for indemnification from all co-defendants, together with attorneys' fees and costs of suit.

SECOND COUNT (CONTRIBUTION)

If Plaintiff recovers against this answering Defendant by judgment, settlement or otherwise for the damages alleged in Plaintiff's Complaint, such liability will have been brought about and caused by the careless, negligent or culpable acts or omissions of any co-defendants currently parties to this matter, or parties at such time as recovery takes place, their agents, servants or employees, and this answering defendant is, therefore, entitled to contribution from such co-defendants in accordance with the relative culpability of such co-defendants.

WHEREFORE, Defendant demands judgment for contribution from all co-defendants, together with attorneys' fees and costs of suit.

ANSWER TO ALL CROSSCLAIMS

Defendant, by answer to any crossclaims that may be filed against it in this action says: Each and every allegation of the crossclaims which may be asserted is denied and crossclaimants are left to their proofs.

REQUEST FOR ALLOCATION

If any Defendants settle prior to verdict, this Defendant will seek an allocation by the fact-finder of the percentage of negligence against the settling Defendants. This Defendant will seek this allocation, whether or not this Defendant has formally filed a cross-claim against the settling Defendants(s).

JURY DEMAND

Defendant hereby demands a trial by jury on all issues.

CERTIFICATION OF COUNSEL PURSUANT TO RULE 11.2

I hereby certify that to the best of my knowledge and belief that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding and that no other action or arbitration proceeding is contemplated. I am unaware of any other party who should be joined to this action.

SEGAL McCAMBRIDGE SINGER & MAHONEY LTD.

/s/ Dwight Kern

Dwight A. Kern
SEGAL McCAMBRIDGE SINGER & MAHONEY LTD.
15 Exchange Place, Suite 1020
Jersey City, NJ 07302-3914
**Attorney for Defendant,
Enviro-Sciences (of Delaware), Inc.**

Date: November 10, 2015